

North Dakota Department of Transportation

INVITATION TO BID

NDDOT Contract # 50131477

Bid Number: 915-79-13-050	Bid Opening Date & Time: 09/09/2013 02:00 PM
Items: Pavement Condition Monitoring System	Buyer: Marilyn Langehaug
Bid Mailing Address: Rm. 222, 608 East Blvd. Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, ND 58505-0700	Email: mlangehaug@nd.gov
Contract Period: 10/01/2013 TO 09/30/2015	Date Prepared: 08/15/2013

BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

CONTRACT

This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name HOME VIEW TECHNOLOGIES, INC	Vendor Address PO BOX 971205 OREM, UT 84097
--	--

(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Civil Rights Appendix, both attached, are hereby incorporated into and made a part of this agreement.

The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name HOME VIEW TECHNOLOGIES, INC. (DBA - LIVE VIEW TECHNOLOGIES)		
Mailing Address PO BOX 971205 OREM, UT 84097		
Telephone Number 801.221.9408	Fax Number 801.228.1766	E-mail Address DSTUDDERT@LIVEVIEWTECH.COM

DAVID STUDDERT - VICE PRESIDENT

Name & Title (Type or Print)

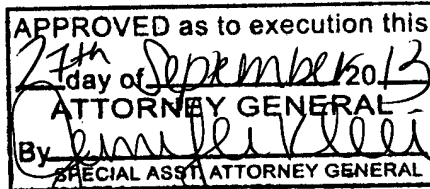
Signature

August 16, 2013  
Date

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY Accepted by the state according to provisions of award.

Authorized Signature Grant Levi	Date 9/30/13
Recommended for approval Brad Seaman	Date 9-17-13
	Approximate contract amount \$ unknown



CLA 7480 (Div. 50)

CMS

### **MAILING INSTRUCTIONS**

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

**BID IS: ☒ SEALED ☐ NOT SEALED**

Address the envelope containing your response in the following manner:

BID NUMBER - 915-79-13-050  
BID OPENING DATE/TIME - September 9, 2013; 2:00 p.m.  
N. D. DEPT. OF TRANSPORTATION  
PROCUREMENT, RM 222  
608 E BOULEVARD AVE  
BISMARCK ND 58505-0700

### **BIDDERS INSTRUCTIONS**

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability/handicap.
3. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.
4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications. Reference page 11 for additional information regarding how low bid will be determined.  
  
Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.
7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
  - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
  - Mark envelope as indicated.
  - Review Standard Terms and Conditions contained in this solicitation.
  - Sign your bid on the cover sheet.
  - Initial all bid/pricing changes you made.
  - Bid responses must be submitted in ink or type written.
  - Review and complete all requirements contained in this solicitation to ensure compliance.
8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from:  
<http://www.nd.gov/spo/>

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

10. **Bid Bond.** Waived in this instance; however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business August 26, 2013. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

16. **Indemnification.** The attached Risk Management will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **Open Records.** After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file, are to make arrangements, with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

DS

20. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.

21. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

22. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

23. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

24. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14.

25. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read in Room 222, 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

26. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).
- The price is not fair and reasonable
- Or a combination of above.

27. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

28. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

- a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

DS

29. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.

30. **Vendor Registration.** Bids will be accepted from suppliers who are Approved Bidders for the State of North Dakota, registered with the N.D. Vendor Registry. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: [www.nd.gov/spo/vendor](http://www.nd.gov/spo/vendor). Contact the ND State Procurement Office at 701-328-2683 or [infospo@nd.gov](mailto:infospo@nd.gov) for assistance.

31. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

32. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

### **GENERAL CONTRACT TERMS AND CONDITIONS**

1. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

2. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

3. **Compliance with Laws, Nondiscrimination and Affirmative Action.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

4. **Contract Personnel.** The contract manager designated by the NDDOT will manage all operational aspects of the contract. The NDDOT contract manager assigned is:

Travis Lutman, Maintenance Division  
North Dakota Department of Transportation  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700  
701-328-4274  
[tlutman@nd.gov](mailto:tlutman@nd.gov)

The district point of contact list is attached.

5. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

6. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning October 2, 2013 and ending September 30, 2015**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed forty-eight (48) months total. Renewals will be documented by amendment.

7. **Contract Price Adjustment.** The NDDOT reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Pricing shall be firm for the first two years of the contract, thereafter negotiations may be conducted annually if the contract is renewed. Such changes will be documented by amendment to the contract.

The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

- 1) The request may be granted,
- 2) The contract may be cancelled and solicitation may be re-advertised, or
- 3) The contract may be continued without change.

If a price increase is approved by the NDDOT, the date the increase will be effective along with the new unit prices will be included in an amendment document. Approval of any price increase renews the firm price period.

8. **Contract Termination.**

- a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
  - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
  - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
  - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. **Termination for Cause.** The State by written notice of default to the contractor may terminate the whole or any part of this contract:
  - i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
  - ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
  - iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

9. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency.

10. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

11. **Billing and Payment Procedures:** The initial purchase order will be issued by the NDDOT Procurement office to the awarded contractor. The invoice for this order shall be submitted as indicated on the order.

Monthly service invoices will be submitted to whichever NDDOT districts have installation sites. Reference attached district point of contact list.

Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after receipt and acceptance of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

12. **Subcontracts, Assignment:** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

13. **Successors in Interest:** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

14. **Receiving:** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

15. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: DAVID STUDDERT  
(Name of person servicing this contract)

BUSINESS NAME: HOME VIEW TECHNOLOGIES, INC.

MAILING ADDRESS: PO Box 971205

CITY & STATE: OREM UTAH ZIP CODE: 84097

PHONE NUMBER: 801.221.9408 TOLL FREE: —

FAX NUMBER: 801.228.1766 E-MAIL: DSTUDDERT@LIVEVIEWTECH.COM

(8/14/13)

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SPECIFICATIONS  
FOR  
Pavement Condition Monitoring System**

**Background:**

The North Dakota Department of Transportation (NDDOT) administered a successful test of remote pavement condition sites. The NDDOT contracted out 8 sites across North Dakota during this test. The sites were placed in areas with limited access to communications and electrical services. The department wanted to determine if these sites provided a usable service that maintenance personal could utilize to help make decisions regarding winter maintenance and flooding.

Test equipment was installed at the following locations:

1. Kulm
2. Verona
3. Tappen
4. Minot Air Force Base
5. Painted Canyon
6. Ryder
7. Lost Bridge
8. Long X Bridge

A map identifying the eight NDDOT district boundaries has been attached which displays the location of these test sites.

**Specifications and Scope of Work:**

This specification defines the minimum acceptable standards for a Pavement Conditions Monitoring Service System. Contractor will be responsible for installation of equipment, maintaining equipment, and for removal of equipment upon termination of contract.

**Bidder's Instructions:**

Indicate compliance to the specifications on the "COMPLY YES/NO" line by each specification. Indicate any deviations from the specifications whether the minimum specifications are met or not on the "SPECIFICATION DEVIATIONS" line. Failure to comply with bid specifications may result in rejection of the bid. The state reserves the right to waive minor deficiencies or technical variances.

**1. Installation**

Installation must meet or exceed the following minimum specifications:

	COMPLY		SPECIFICATION DEVIATIONS
	YES	NO	
a. Minimum 30' Concrete pole above ground.	<u>X</u>	_____	_____
b. Contractor shall supply a breaker box base at base of pole for shut off.	<u>X</u>	_____	_____
c. Minimum 8' grounding rod to ground the pole and all electric equipment.	<u>X</u>	_____	_____
d. Contractor shall be responsible for providing everything necessary for complete installation of monitoring equipment	<u>X</u>	_____	_____
e. Contractor shall make sure that the pole is set up with all equipment mounted	<u>X</u>	_____	_____
f. Contractor shall be responsible for following NDDOT specifications for mounting and installation of equipment	<u>X</u>	_____	_____

BIDDER \_\_\_\_\_





## 2. Maintenance

Maintenance must meet or exceed the following minimum specifications:

- a. Contractor shall be responsible for any failure and will be required to replace defective equipment within 5 days of failure.
- b. Contractor shall maintain the camera control interface and shall be required to respond to failures within 2 days of failure.

COMPLY		SPECIFICATION DEVIATIONS
YES	NO	
<u>X</u>	<u>      </u>	<u>                    </u>
<u>X</u>	<u>      </u>	<u>                    </u>

## 3. Alternative Power:

The Alternative Power shall meet the following minimum requirements:

- a. All costs for power shall be the responsibility of the contractor.
- b. Power shall be designed to allow for 7 days of no recharge.
- c. The contractor shall provide power by solar power and wind turbine at each site.
- d. Outdoor rated housing for battery bank and all controls.

COMPLY		SPECIFICATION DEVIATIONS
YES	NO	
<u>X</u>	<u>      </u>	<u>                    </u>
<u>X</u>	<u>      </u>	<u>                    </u>
<u>X</u>	<u>      </u>	<u>                    </u>
<u>X</u>	<u>      </u>	<u>                    </u>

## 4. Communications:

Communications shall meet the following minimum requirements:

- a. Contractor shall be responsible for all equipment and service fees necessary for communications from camera to internet.
- b. Communications (Bandwidth) shall be adequate to provide the requested frame rates and video resolutions described in section 5 PTZ Camera.

COMPLY		SPECIFICATION DEVIATIONS
YES	NO	
<u>X</u>	<u>      </u>	<u>                    </u>
<u>X</u>	<u>      </u>	<u>                    </u>

## 5. PTZ Camera:

The camera shall meet the following minimum requirements:

- a. Pan/tilt/zoom Color Camera.
- b. Minimum 18x Optical zoom and 12x digital zoom.
- c. Frame Rate: H.264: Up to 30/25 fps in all resolutions; Motion JPEG Up to 30/25 fps in all resolutions.
- d. Video streaming Configurable streams in H.264 and Motion JPEG, Controllable frame rate.
- e. Video Resolution 720x480
- f. Operating Temperatures: -40°F to 120°F
- g. Contractor shall provide video stream at a minimum of 15 fps
- h. Imaging buffer shall have a minimum of 125 frames (320x240) with time display, with an expandable optional SD card.

COMPLY		SPECIFICATION DEVIATIONS
YES	NO	
<u>X</u>	<u>      </u>	<u>                    </u>
<u>X</u>	<u>      </u>	<u>                    </u>
<u>X</u>	<u>      </u>	<u>                    </u>
<u>X</u>	<u>      </u>	<u>                    </u>
<u>X</u>	<u>      </u>	<u>                    </u>
<u>X</u>	<u>      </u>	<u>                    </u>
<u>X</u>	<u>      </u>	<u>                    </u>

BIDDER 

i. Shall have a pre-alarm image buffer.

X

j. Shall have recording capabilities and shall record data to a website through FTP or to a hard drive of a local computer.

X

#### 6. Infrared Illuminator

The Infrared Illuminator shall meet the following minimum requirements:

a. Illuminator Distance: 100 m.

COMPLY  
YES NO

SPECIFICATION  
DEVIATIONS

b. Angle 60°

X

c. Shall have the ability to remotely turn on/off.

X

d. Operating Temperatures: -40°F to 120°F

X

e. The Infrared Illuminator shall not interfere with the camera image in which degradation occurs due to glare or obstruction of view.

X

#### 7. Software and Server Requirements:

Software and Server shall meet the following minimum requirements:

a. Cameras are required to be controlled from a remote server.

COMPLY  
YES NO

SPECIFICATION  
DEVIATIONS

b. The remote server will command the cameras to go on a patrol to a minimum of 8 presets.

X

c. The remote server will command the camera to take a picture to be saved to the server.

X

d. Contractor shall maintain real time access

X

e. Software on the server will compare pictures and disregard pictures that are comparable, remaining pictures will be compiled into a time-laps video.

X

f. Contractor shall maintain and provide password-controlled interface for NDDOT to access each camera remotely.

X

g. Archive photos for a period of 30 days.

X

h. User name and password required to access archived photos.

X

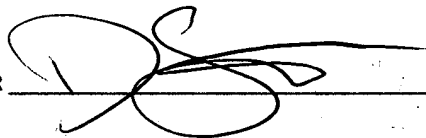
i. Alerts from camera sent to email or phone.

X

j. Contractor shall provide training to NDDOT employees on camera functions.

X

BIDDER



### 8. Public Video Streaming:

	COMPLY		SPECIFICATION DEVIATIONS
	YES	NO	
a. The contractor shall provide a configurable web accessible video endpoint which the public can consume through our current travel map.	<u>X</u>	_____	_____
b. The contractor shall update industry standard protocols and encoding to ensure compatibility with browsers and mobile devices as new versions are released.	<u>X</u>	_____	_____
c. The contractor shall insure the system has the ability to seamlessly handle a wide range of users from several concurrent users to several thousand without any degradation in video quality.	<u>X</u>	_____	_____
d. The contractor shall have the ability to provide video streaming for NDDOT owned cameras.	<u>X</u>	_____	_____

### 9. Site Relocation:

	COMPLY		SPECIFICATION DEVIATIONS
	YES	NO	
a. The contractor shall move a site if requested by the NDDOT	<u>X</u>	_____	_____

### Equipment Ownership and Insurance:

The awarded contractor retains ownership of equipment. The NDDOT is not responsible for the contractor's equipment. The awarded contractor is responsible for providing their own insurance sufficient to cover their equipment.

### Low Bid amount for this solicitation will be determined as follows:

Each district's INSTALLATION cost plus the district's monthly MAINTENANCE AND SERVICE X 12 MONTHS plus the annual cost of PUBLIC VIDEO STREAMING FOR CONTRACTOR OWNED CAMERAS will be added together to determine the annual cost per district for a site. The eight district site totals will be added together to arrive at the amount which will be used to determine low bid for this solicitation.

The NDDOT prefers that the solicitation will result in a single contract award encompassing all districts.

The NDDOT shall have the ability to add sites located anywhere within the state at any time during the contract.

### Successful system deployment required:

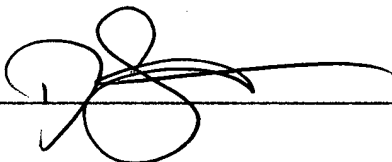
The apparent awardee must demonstrate the ability to meet all specifications and successfully deploy a pavement condition monitoring system at the Lost Bridge site at their own risk and expense. (Please see attached map for location).

The apparent awardee must provide a fully operational site at the Lost Bridge location within 30 days after the award.

If the deployment is successfully accomplished, the NDDOT will move forward with a contract. Upon contract signature, an invoice may be submitted for the Lost Bridge installation.

If the apparent awardee is unable to complete a successful deployment at the Lost Bridge site within 30 days; then there will be no contract. The NDDOT will award to the next low bidder meeting specification. That contractor will be required to pass a successful deployment following the same criteria.

BIDDER \_\_\_\_\_



**BID RESPONSE**

Bid item numbers 1 through 8 shall comply with specification 1.

Item No. 1: Installation Bismarck District	EACH: \$ <u>9,950</u>
Item No. 2: Installation Valley City District	EACH: \$ <u>9,950</u>
Item No. 3: Installation Devils Lake District	EACH: \$ <u>9,950</u>
Item No. 4: Installation Minot District	EACH: \$ <u>9,950</u>
Item No. 5: Installation Dickinson District	EACH: \$ <u>9,950</u>
Item No. 6: Installation Grand Forks District	EACH: \$ <u>9,950</u>
Item No. 7: Installation Williston District	EACH: \$ <u>9,950</u>
Item No. 8: Installation Fargo District	EACH: \$ <u>9,950</u>

Bid item numbers 9 through 16 shall comply with specification 2 - 7.

Item No. 9: Maintenance and Service Bismarck District	EACH/MONTH: \$ <u>225</u>
Item No. 10: Maintenance and Service Valley City District	EACH/MONTH: \$ <u>225</u>
Item No. 11: Maintenance and Service Devils Lake District	EACH/MONTH: \$ <u>225</u>
Item No. 12: Maintenance and Service Minot District	EACH/MONTH: \$ <u>225</u>
Item No. 13: Maintenance and Service Dickinson District	EACH/MONTH: \$ <u>225</u>
Item No. 14: Maintenance and Service Grand Forks District	EACH/MONTH: \$ <u>225</u>
Item No. 15: Maintenance and Service Williston District	EACH/MONTH: \$ <u>225</u>
Item No. 16: Maintenance and Service Fargo District	EACH/MONTH: \$ <u>225</u>

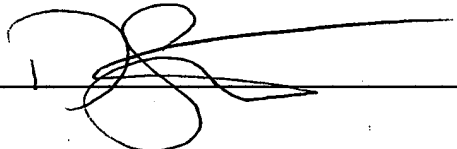
Bid item numbers 17 and 18 shall comply with specification 8.

Item No. 17: Public Video Streaming of Contractor owned Cameras	EACH/YEAR: \$ <u>600</u>
Item No. 18: Public Video Streaming of NDDOT owned Cameras	EACH/YEAR: \$ <u>600</u>

Bid Item 19, Option 1 shall comply with specification 9.

Item No. 19: Option 1: Site Relocation	EACH: \$ <u>3,950</u>
--	-----------------------

BIDDER



DS

**Langehaug, Marilyn K.**

---

**From:** Langehaug, Marilyn K.  
**Sent:** Tuesday, September 10, 2013 11:29 AM  
**To:** 'David Studdert'  
**Cc:** Lutman, Travis L.  
**Subject:** RE: Existing Cameras

Thank you for the information. I expect that Maintenance Division will be sending me their award recommendation within a day or two.

Marilyn Langehaug, Purchasing Agent II  
NDDOT Financial Mgmt. Division  
701-328-4466  
Fax 701-328-0310  
[mlangehaug@nd.gov](mailto:mlangehaug@nd.gov)

-----Original Message-----

**From:** David Studdert [<mailto:dstuddert@liveviewtech.com>]  
**Sent:** Tuesday, September 10, 2013 11:26 AM  
**To:** Langehaug, Marilyn K.  
**Cc:** Lutman, Travis L.  
**Subject:** Existing Cameras

Marilyn,

We spoke to Travis this morning and I just wanted to confirm with you that it is Live Views understanding that IF we are awarded the NDDOT contract, there will be no additional costs for the original 8 camera units we have installed. NDDOT has already paid for their installation and we would not expect them to pay again. Thanks!

Dave

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
DISTRICT LEVEL POINT OF CONTACT - MAINTENANCE SUPERINTENDENTS**

**BISMARCK DISTRICT:**

GARY FEIST OR JIM COLLING  
218 S AIRPORT ROAD  
BISMARCK ND 58504-6003  
(701)328-6952  
(701)328-6933 FAX

**VALLEY CITY DISTRICT:**

KATHY BEACH  
1524 8TH AVENUE SW  
VALLEY CITY ND 58072-4200  
(701)845-8812  
(701)845-8804 FAX

**DEVILS LAKE DISTRICT:**

LEON MARTINSON OR JERRY MILLER  
316 6TH ST SE  
DEVILS LAKE ND 58301-3628  
(701)665-5106  
(701)328-0329 FAX

**MINOT DISTRICT:**

BOB ALLEN OR MONTE LEE  
1305 HIGHWAY 2 BYPASS EAST  
MINOT ND 58701-7922  
(701)857-6905  
(701)857-6932 FAX

**DICKINSON DISTRICT:**

AARON AUER  
1700 3RD AVE W SUITE 101  
DICKINSON ND 58601-3009  
(701)227-6526  
(701)227-6505 FAX

**GRAND FORKS DISTRICT:**

DALE BREIDENBACH OR RICHARD SAMPSON  
1951 NORTH WASHINGTON  
PO BOX 13077  
GRAND FORKS ND 58208-3077  
(701)787-6508  
(701)787-6515 FAX

**WILLISTON DISTRICT:**

GARY SKARPHOL  
605 DAKOTA PARKWAY WEST  
PO BOX 698  
WILLISTON ND 58802-0698  
(701)774-2712  
(701)774-2704 FAX

**FARGO DISTRICT:**

TROY GILBERTSON OR BRUCE NORD  
503 - 38TH STREET SW  
FARGO ND 58103-1198  
(701)239-8909  
(701)239-8915 FAX

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS APPENDIX**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.\*\*
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

\*\*The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



## Risk Management Appendix

### Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.**

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007  
Revised 5-09





<b>ACORD</b> <sup>TM</sup> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 09/26/2013												
PRODUCER Phone: (801) 374-0395 Fax: (801) 377-2458 <b>FOOTE INSURANCE AGENCY</b> 305 NORTH 200 WEST PROVO UT 84601		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED <b>HOME VIEW TECHNOLOGIES, INC</b> PO BOX 971205 OREM UT 84097-1205		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 5px;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left; padding: 5px;">NAIC #</th> </tr> <tr> <td style="padding: 5px;">INSURER A: <b>Unigard Insurance Group</b></td> <td style="padding: 5px;"><b>25747</b></td> </tr> <tr> <td style="padding: 5px;">INSURER B: <b>Progressive Insurance</b></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">INSURER C:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">INSURER D:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">INSURER E:</td> <td style="padding: 5px;"></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Unigard Insurance Group</b>	<b>25747</b>	INSURER B: <b>Progressive Insurance</b>		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: <b>Unigard Insurance Group</b>	<b>25747</b>													
INSURER B: <b>Progressive Insurance</b>														
INSURER C:														
INSURER D:														
INSURER E:														

#### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CM014912	07/06/13	07/06/14	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person) \$ <b>5,000</b>
	<input type="checkbox"/>					PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<input type="checkbox"/>					GENERAL AGGREGATE \$ <b>2,000,000</b>
	<input type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG. \$ <b>2,000,000</b>
		POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
B		AUTOMOBILE LIABILITY	02293063-0	07/06/13	07/06/14	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/>	HIRED AUTOS				
<input checked="" type="checkbox"/>	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER \$
		If yes, describe under SPECIAL PROVISIONS below				E.I. EACH ACCIDENT \$
						E.I. DISEASE-EA EMPLOYEE \$
						E.I. DISEASE-POLICY LIMIT \$
		OTHER:				

#### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

The State of North Dakota, its agencies, officers and employees (State) shall be named as additional insured as their interest may appear. Waiver of Subrogation in favor of North Dakota applies to General Liability.

#### CERTIFICATE HOLDER

North Dakota Department of Transportation  
 608 East Boulevard Avenue  
 Bismarck, ND 58505-0700

Attention:

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Carol Dunlop*  
 Carol Dunlop

**Legend**

**Cameras**

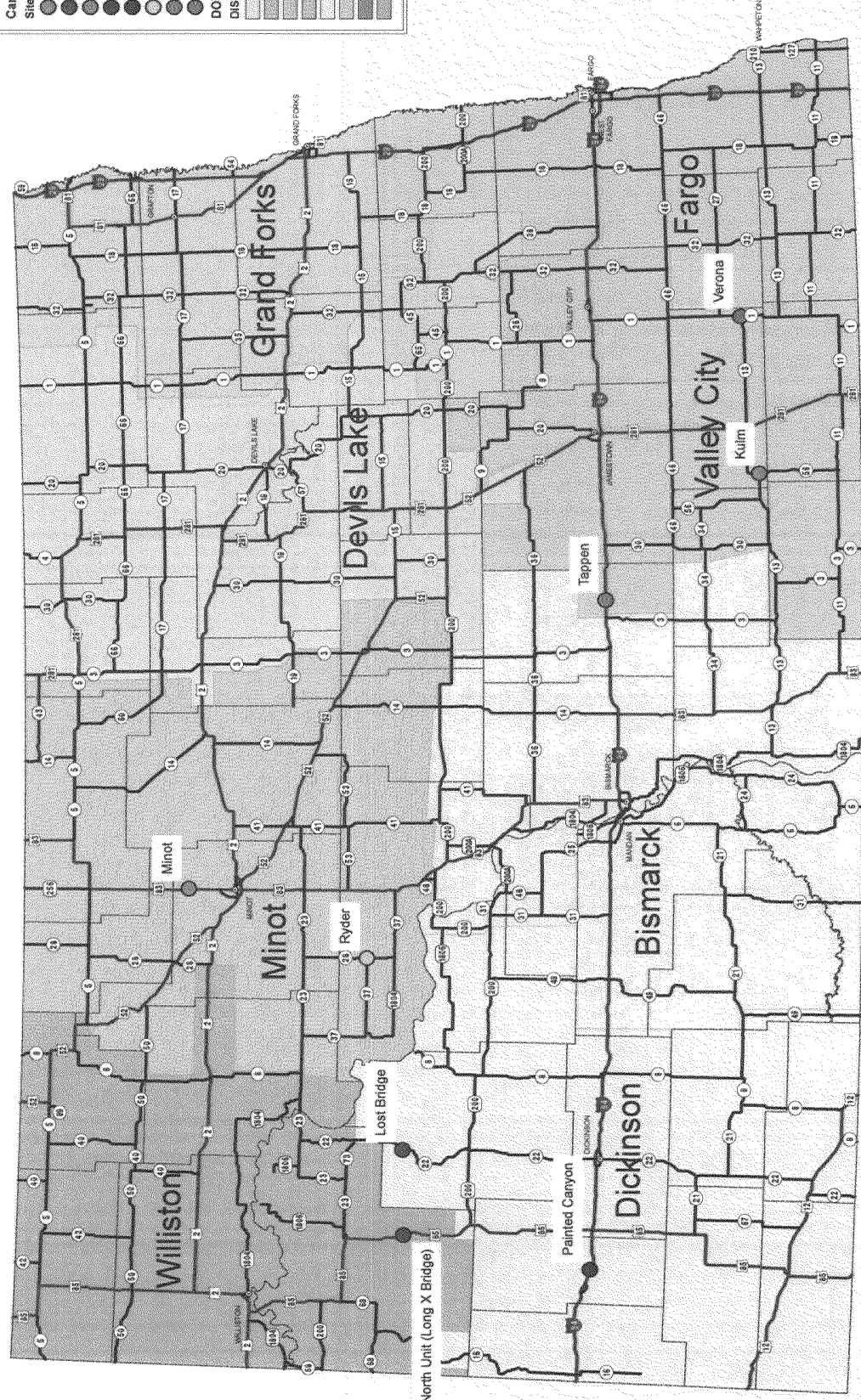
**Sites**

- Kulm
- Lost Bridge
- Minot
- Long X Bridge
- Painted Canyon
- Ryder
- Tappen
- Verona

**DOT Boundaries**

**DISTRICT**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8



STATE OF  
NORTH DAKOTA

PLANNING / ASSET MANAGEMENT DIVISION  
IN COOPERATION WITH THE  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

2013

**North Dakota Department of Transportation  
AMENDMENT TO CONTRACT NO. 50131477  
Project No.**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Home View Technologies, hereinafter known as the Contractor, whose address is P.O. BOX 971205 OREM, UTAH 84097.

WHEREAS, the parties entered into a contract on October 1, 2013; and

WHEREAS, the contract was competitively bid and awarded to the Contractor; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) months; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through September 30, 2016.



RP

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

DAVID STODERT  
NAME (TYPE OR PRINT)  
SIGNATURE

To be signed by Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Home View Technologies Inc  
COMPANY NAME  
Ryan Porter  
OFFICER'S NAME (TYPE OR PRINT)  
SIGNATURE  
President  
TITLE  
July 29, 2015  
DATE

WITNESS:

LAUREEN M. MARTIN

LAUREEN M MARTIN  
NAME (TYPE OR PRINT)  
SIGNATURE

NORTH DAKOTA DEPARTMENT  
OF TRANSPORTATION

Grant Levi

DIRECTOR (TYPE OR PRINT)  
Darcy R. Rosendahl, Dep Dir  
SIGNATURE  
04 AUG 2015  
DATE

APPROVED as to substance by:

8-3-15 Brad Derr  
DIVISION DIRECTOR (TYPE OR PRINT)  
SIGNATURE  
8-3-15  
DATE

CLA 52494 (Div. 06)  
L.D. Approved 5-19-00; 5-03

